No. 85-261

Supreme Court, U.S.
FILED
SEP 16 1985
JOSEPH F. SPANIOL, JR.
CLERK

IN THE

Supreme Court of the United States

OCTOBER TERM, 1985

BINLADEN BSB LANDSCAPING,

Petitioner,

—against—

M.V. "NEDLLOYD ROTTERDAM", her engines, boilers, etc., NEDLLOYD LIJNEN B.V. (NEDLLOYD LINES),

Respondent.

ON PETITION FOR A WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE SECOND CIRCUIT

RESPONDENT'S BRIEF IN OPPOSITION

RICHARD H. SOMMER
Counsel of Record
KIRLIN, CAMPBELL & KEATING
14 Wall Street
New York, New York 10005
(212) 732-5520
Attorneys for Respondent

J. SCOT PROVAN
ARTHUR E. HOFFMANN, JR.
Of Counsel

BEST AVAILABLE COPY

QUESTION PRESENTED

The only question fairly presented for review is whether the Court of Appeals for the Second Circuit correctly held that, in construing the United States Carriage of Goods by Sea Act, 46 U.S.C. § 1304(5) (West 1975), where the bill of lading contract entered into between a shipper and an ocean carrier does not include a shipper-supplied description of an alternative number of "packages", lists a marine cargo container as a package and the contracting parties have not specified that the shipment is one of "goods not shipped in packages", the container is properly considered a "package" in applying the "per package" limitation of an ocean carrier's liability contained in the statute?

STATEMENT REQUIRED BY RULE 28.1

Respondent Nedlloyd Lijnen B.V. (Nedlloyd Lines) is a wholly owned subsidiary and division of the Royal Nedlloyd Group N.V. Other divisions of the Royal Nedlloyd Group N.V. which are affiliates of Respondent Nedlloyd Lijnen B.V. are:

Nedlloyd Bulk
Neddrill
Mammoet Transport
Nedlloyd Fleet Services
Damco International Transport
Transavia
Nedlloyd Energy

A list of subsidiaries of the Royal Nedlloyd Group N.V. which are affiliates of Nedlloyd Lijnen B.V., complete as of May, 1985, is annexed hereto as Appendix A.

TABLE OF CONTENTS

	PAGE
QUESTION PRESENTED	i
STATEMENT REQUIRED BY RULE 28.1	i
TABLE OF AUTHORITIES	iii
OPINIONS BELOW	1
JURISDICTION	2
STATEMENT OF THE CASE	2
REASONS FOR DENYING THE WRIT OF CERTIORARI	4
I. PETITIONER LACKS STANDING TO SEEK REVIEW OF THE QUESTIONS PRESENTED IN THE PETITION	4
II. THE DECISION OF THE COURT OF APPEALS IS NOT IN CONFLICT WITH DECISIONS OF THIS COURT OR WITH DECISIONS OF THE COURTS OF APPEAL FOR THE FIFTH, NINTH OR ELEVENTH CIRCUITS	6
III. THE DECISION OF THE COURT BELOW IS CORRECT AND IN ACCORD WITH ITS PRIOR DECISIONS	9
IV. THE QUESTION(S) PETITIONER RAISES DO NOT MERIT REVIEW	11
CONCLUSION	12

TABLE OF AUTHORITIES

Cases: PAGE

Allied Int'l American Eagle Trading Corp. v. S.S. YANG MING, 672 F.2d 1055 (2d Cir. 1982)..... 9

Allstate Insurance Co. v. Inversiones Navieras Imparca, C.A., 646 F.2d 169 (5th Cir. 1981).....7, 8, 9

Baker v. Carr, 369 U.S. 186 (1962) 4

Binladen BSB Landscaping v. M.V. NEDLLOYD ROTTERDAM, 593 F. Supp. 546 (S.D.N.Y. 1984), rev'd and remanded, 759 F.2d 1006 (2d Cir. 1985).....2, 3, 5, 6

Hartford Fire Insurance Co. v. Pacific Far East Line, Inc., 491 F.2d 96[illegible] (9th Cir.), *cert. denied*, 419 U.S. 873 (1974)..... 8

Hayes-Leger Associates, Inc. v. M/V ORIENTAL KNIGHT, 765 F.2d 1076 (11th Cir. 1985) 7, 8

Jenkins v. McKeithen, 395 U.S. 411 (1969) 4

Kirchberg v. Feenstra, 450 U.S. 455 (1981) 5

Leather's Best, Inc. v. S.S. MORMACLYNX, 451 F.2d 800 (2d Cir. 1971) 6

Mitsui & Co., Ltd. v. American Export Lines, 636 F.2d 807 (2d Cir. 1981).....6, 7, 8, 9, 10, 11

Northeast Marine Terminal Co. v. Caputo, 432 U.S. 249 (1977) 6

Rosenbruch v. American Export Isbrandtsen Lines, Inc., 543 F.2d 967 (2d Cir.), *cert. denied*, 429 U.S. 939 (1976) 10

Simon v. Eastern Kentucky Welfare Rights Organization, 426 U.S. 26 (1976)..... 4

PAGE

Smythgreyhound v. M/V EURYGENES, 666 F.2d 746 (2d Cir. 1981) 8, 9, 10, 11

Standard Electrica, S.A. v. Hamburg Sudamerikanische Dampschifffahrts-Gessellschaft, 375 F.2d 943 (2d Cir.), *cert. denied*, 389 U.S. 831 (1967) 9

Stanton v. Stanton, 421 U.S. 7 (1975) 4

Watermill Export, Inc. v. M.V. PONCE, 506 F. Supp. 612 (S.D.N.Y. 1981) 10

Statutes, Rules and International Conventions:

(1) Longshoremen's and Harbor Worker's Compensation Act, 33 U.S.C. § 901, (West 1978) 6
(2) United States Carriage of Goods by Sea Act 46 U.S.C. § 1304(5) (West 1975) ..... *passim*
(3) 28 U.S.C. 1254(1) (West 1966) 2
(4) 1968 Brussels Protocol to Amend the International Convention for the Unification of Certain Rules of Law Relating to BILLS OF LADING 7
(5) Sup. Ct. R. 17 4

IN THE

Supreme Court of the United States

OCTOBER TERM, 1985

No. 85-261

BINLADEN BSB LANDSCAPING,

Petitioner,

—against—

M.V. "NEDLLOYD ROTTERDAM", her engines, boilers, etc., NEDLLOYD LIJNEN B.V. (NEDLLOYD LINES),

Respondent.

ON PETITION FOR A WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE SECOND CIRCUIT

RESPONDENT'S BRIEF IN OPPOSITION

Respondent, Nedlloyd Lijnen B.V. (hereinafter referred to as "Nedlloyd") respectfully requests that this Court deny the Petition for a Writ of Certiorari seeking to review the judgment and opinion of the United States Court of Appeals for the Second Circuit.

OPINIONS BELOW

The order of the United States Court of Appeals for the Second Circuit denying the petition for rehearing with a suggestion that the action be reheard *en banc* is reproduced at Appendix 20A of the Petition. The opinion of the United

States Court of Appeals for the Second Circuit reversing the judgment of the United States District Court for the Southern District of New York and remanding the case for additional findings of fact is reproduced at Appendix 1A through 19A of the Petition. That opinion is officially reported at 759 F.2d 1006 (2d Cir. 1985). The opinion of the United States District Court for the Southern District of New York is reproduced at Appendix 21A through 29A of the Petition. That opinion is officially reported at 593 F. Supp. 546 (S.D.N.Y. 1984).

JURISDICTION

This Court has jurisdiction pursuant to 28 U.S.C. § 1254(1). The Petition for a Writ of Certiorari is timely in light of the order of the United States Court of Appeals for the Second Circuit, dated May 16, 1985, denying the petition for rehearing with a suggestion that the action be reheard *en banc*.

STATEMENT OF THE CASE

Petitioner's statement is inaccurate and incomplete. However, only facts bearing on the issue before the Court require clarification. It is sufficient to note that in June, 1980 Petitioner, Binladen BSB Landscaping (hereinafter referred to as "Binladen"), as shipper and consignee, and Nedlloyd, as vessel-owning ocean carrier, contracted for the carriage of ten refrigerated marine cargo containers loaded with live plants from two ports in the United States to one port in Saudi Arabia. The contents of two of the containers were damaged on receipt in Saudi Arabia. As a result, Binladen's underwriters commenced this maritime action to recover $80,322.00 for breach of contract.

After a bench trial, the District Court held Nedlloyd liable for the damage to the live plant cargo and rejected Nedlloyd's argument that the $500. per package limitation on an ocean carrier's liability provided for in the United States Carriage of

Goods by Sea Act, 46 U.S.C. § 1304(5) (West 1975) (hereinafter referred to as "COGSA"),[1] operated to restrict Nedlloyd's liability to $500. per container. Nedlloyd confined its appeal to the argument that the District Court improperly awarded damages in excess of those permitted by COGSA. The Court of Appeals reversed the District Court and remanded the case for additional findings of fact.

The Court of Appeals, in conformity with well-established precedent, examined the express contractual agreement between the parties embodied in the bill of lading to determine the proper application of the COGSA "per package" limitation of liability. Recognizing that this case raised an issue which had been expressly left unresolved in prior decisions, the Court of Appeals held, establishing a clear rule, that ". . .when the bill of lading does not clearly indicate an alternative number of packages, the container must be treated as the COGSA package if it is listed as a package on the bill of lading and if the parties have not specified that the shipment is one of 'goods not shipped in packages.' " 759 F.2d at 1016 (Appendix 16A through 17A of the Petition).[2] However, the Court of Appeals allowed the new rule to apply prospectively only, to bills of lading prepared after the date of the decision; the rule was not applied to Petitioner, Binladen. Instead, the Court of Appeals considered the cargo in question to be "goods not shipped in packages," thus limiting Nedlloyd's liability to $500. "per customary freight unit", and remanded to the District Court for findings of fact regarding the customary freight unit for the shipment. To date there have been no further proceedings in the District Court and this issue remains unresolved.

---

1 Section 1304(5) of the United States Carriage of Goods by Sea Act, 46 U.S.C. § 1304(5) (West 1975) is reproduced at Appendix 36A through 37A of the Petition.

2 The shipper, Binladen, supplied the description of the container's contents appearing on the bill of lading as is customarily the case.

REASONS FOR DENYING THE WRIT OF CERTIORARI

Respondent Nedlloyd respectfully submits that the "special and important reasons" which justify the granting of a writ of certiorari (Sup. Ct. R. 17) are not present in this case.

I

PETITIONER LACKS STANDING TO SEEK REVIEW OF THE QUESTIONS PRESENTED IN THE PETITION

Petitioner essentially seeks to have this Court re-examine the rule created by the Court of Appeals that a container will be considered a COGSA "package" if it is identified on the bill of lading as a package, the bill of lading does not clearly indicate an alternative number of packages and the parties have not agreed that the shipment is comprised of "goods not shipped in packages." However, the Court of Appeals decided that the rule would have prospective application only and did not utilize it in this case. Therefore, Petitioner has not been affected by the rule it seeks to have this Court review.

A party seeking relief must have a personal stake in the outcome of an issue to assure the "concrete adverseness" which hones presentation of a question. *Jenkins v. McKeithen*, 395 U.S. 411, 423 (1969) (quoting *Baker v. Carr*, 369 U.S. 186, 204 (1962)); *see*, *Stanton v. Stanton*, 421 U.S. 7, 12 (1975). Thus if the litigant is unable to show that a favorable decision will accrue to its benefit, standing to raise the issue is lacking. *See, Simon v. Eastern Kentucky Welfare Rights Organization*, 426 U.S. 26, 38 (1976). Because Petitioner seeks review of a rule which was given prospective vitality only, it would not reap the benefits of a favorable decision in this Court and consequently lacks standing to challenge the Court of Appeals decision on this ground.[3]

---

3 Petitioner's argument that the Court of Appeals applied the prospective rule of this case to Binladen reflects a misunderstanding of the

This Court considered principles of standing in a comparable context in *Kirchberg v. Feenstra*, 450 U.S. 455 (1981). There appellant contended that the Court of Appeals decision appealed from was ambiguous but was intended to create a rule with prospective application only. Appellant urged this Court to adopt this interpretation of the decision, leaving intact a favorable District Court decision. In rejecting this argument and finding that the Court of Appeals intended to resolve the case against appellant this Court noted, "[a]ppellant [name] never sought clarification from the Court of Appeals on the scope of its decision, and apparently regarded the court's judgment to be sufficiently adverse and binding on him to warrant seeking review on the merits before this Court." 450 U.S. at 462 n. 10. The logical corollary to this statement is that where the ruling of a lower Court is given prospective application only, the disappointed litigant may not seek review in this Court because the decision is not sufficiently adverse and binding on it. Falling within this class, Petitioner lacks standing to seek review of the issue(s) presented in the Petition.

---

decision. (Point B, pages 20 through 23 of the Petition). The Court found that because the plants comprising the shipment were not described on the bills of lading as packaged, they did not constitute COGSA "packages" although, if properly described, some of them might have warranted treatment as COGSA "packages". 759 F.2d at 1014 (Appendix 13A of the Petition). Parenthetically, the District Court's finding that each plant was individually treated in preparation for the carriage was rejected by the Court of Appeals as "clearly erroneous" 759 F.2d at 1014 n.9 (Appendix 14A of the Petition). Armed with this conclusion, the Court of Appeals articulated the rule in question, which, had it been applied to Binladen, would have resulted in Nedlloyd's liability being limited to $500. per container (the COGSA "package") and the Court of Appeals ordering that judgment be entered accordingly. Instead of applying the rule however, the Court of Appeals instructed that the shipment be treated as one of "goods not shipped in packages", remanding to the District Court for a determination of the "customary freight unit".

II

THE DECISION OF THE COURT OF APPEALS IS NOT IN CONFLICT WITH DECISIONS OF THIS COURT OR WITH DECISIONS OF THE COURTS OF APPEAL FOR THE FIFTH, NINTH OR ELEVENTH CIRCUITS

Although Petitioner argues that the decision of the Court of Appeals below conflicts with a decision of this Court and with decisions of other courts of appeal, the comparisons drawn are illusory and in fact are undercut by recent authority.

Petitioner relies on *Northeast Marine Terminal Co. v. Caputo*, 432 U.S. 249 (1977), apparently to contend that a rule treating a container as a "package" within the meaning of COGSA section 1304(5) conflicts with this Court's statements. In *Caputo* this Court construed the 1972 amendments to the Longshoremen's and Harbor Workers' Compensation Act, 33 U.S.C. § 901 *et. seq.*, which were intended to extend the Act's coverage to a larger geographical area for specific types of workers, to encompass a worker injured while unloading a container. This Court found that the advent of containerization permitted traditional cargo loading and unloading operations to move shoreward making the container a modern substitute for the hold of a ship and concluded that the injured worker was within the scope of the amendments. 432 U.S. at 269-71. The *Caputo* decision simply has no bearing on the definition of the term "package" in the context of COGSA and the law developed in connection with contracts of ocean carriage represented by bills of lading.[4]

---

4 The Court of Appeals for the Second Circuit has expressly recognized that a container is "functionally a part of the ship", *Leather's Best, Inc. v. S.S. MORMACLYNX*, 451 F.2d 800, 815 (2d Cir. 1971) in a line of cases actually construing the "per package" limitation contained in section 1304(5) of COGSA. *See, Mitsui & Co., Ltd. v. American Export Lines*, 636 F.2d 807, 816 (2d Cir. 1981) (citing *Caputo*). In fact, the decision of the Court of Appeals below expressly considered the widely accepted proposition that a container is the modern extension of a vessel. (Appendix 10A through 11A of the

The correctness of the Second Circuit's reasoning in this case is evidenced by the decision in *Hayes-Leger Associates, Inc. v. M/V ORIENTAL KNIGHT*, 765 F.2d 1076 (11th Cir. 1985) where the Court of Appeals for the Eleventh Circuit expressly adopted the Second Circuit's rule. The Eleventh Circuit concluded that the Second Circuit's decision supplied a reasonable method of applying section 1304(5) of COGSA, comported with the 1968 Brussels Protocol[5] and provided certainty for the maritime industry. 765 F.2d at 1080. In addition, the Court in *Hayes-Leger* noted that adopting the rule promoted uniformity among the circuits. *See, id.* Thus the purported conflict between this case and decisions of the Court of Appeals for the Eleventh Circuit is nonexistent.

The assertion that the Fifth Circuit's decision in *Allstate Insurance Co. v. Inversiones Navieras Imparca, C.A.*, 646 F.2d 169 (5th Cir. 1981) conflicts with the Second Circuit's decision in this case is fallacious. In *Inversiones Navieras* the Fifth

---

Petition). Therefore, to the extent that the discussion *Caputo* is instructive in applying section 1304(5) of COGSA, it has long been a component of the "per package" limitation analysis developed in the Second Circuit.

5 The 1968 Brussels Protocol to Amend the International Convention for the Unification of Certain Rules of Law Relating to BILLS OF LADING provides in pertinent part:

"Article 2

. . .

(c) Where a container, pallet or similar article of transport is used to consolidate goods, the number of packages or units enumerated in the bill of lading as packed in such article of transport shall be deemed the number of packages or units for the purpose of this paragraph as far as these packages or units are concerned. Except as aforesaid such article of transport shall be considered the package or unit."

The rule established by the Second Circuit in this case comports with this international convention; where the bill of lading does not reflect the number of packages, each "article of transport" (i.e. container) shall be deemed the package or unit. *Mitsui & Co., Ltd. v. American Export Lines*, 636 F.2d 807, 821 (2d Cir. 1981). Thus the decision promotes international uniformity.

Circuit held that a container would not be considered a COGSA "package" where the goods in question were placed in packages (cartons in that case) and the number of such packages was disclosed to the carrier on the bill of lading or otherwise. 646 F.2d at 172-73. In that scenario each individual package within the container was determined to be the COGSA "package". Thus the Fifth Circuit in *Inversiones Navieras* did not consider a case where the bill of lading specified the number of containers but did not reveal the number of packages inside, the factual context of the Second Circuit's decision in this case.[6]

The decision of the Court of Appeals for the Ninth Circuit in *Hartford Fire Insurance Co. v. Pacific Far East Line, Inc.*, 491 F.2d 960 (9th Cir.), *cert. denied*, 419 U.S. 873 (1974) similarly addressed a different issue and thus does not conflict with the Second Circuit's decision. *Hartford* concerned the carriage of one large unboxed electrical transformer fastened to a skid; no container was involved in the movement and the Court of Appeals was not called on to construe a bill of lading contract. The Ninth Circuit held that merely attaching the transformer to the skid did not create one COGSA "package", instead the transformer was not shipped in a "package", implicating the "per customary freight unit" limitation of liability contained in section 1304(5) of COGSA. Thus *Hart-*

---

6 The Fifth Circuit's decision in *Inversiones Navieras* is in complete harmony with Second Circuit decisions generated by analogous facts. *Compare, Inversiones Navieras*, 646 F.2d 169 (5th Cir. 1981) *with, Smythgreyhound v. M/V EURYGENES*, 666 F.2d 746 (2d Cir. 1981) *and, Mitsui & Co., Ltd. v. American Export Lines*, 636 F.2d 807 (2d Cir. 1981). In both *Smythgreyhound* and *Mitsui* the relevant bills of lading disclosed the contents of the containers in terms of separate packages. In addition, because the Eleventh Circuit adopted as precedent the decisions of the Fifth Circuit rendered prior to October 1, 1981, *see, Hayes-Leger*, 765 F.2d 1076 at 1079 n.6, the *Inversiones Navieras* decision was the law of the Circuit when *Hayes-Leger* was decided.

ford is factually and legally distinguishable from the Second Circuit's decision.[7]

The decision of the Court of Appeals in this case is not in conflict with decisions of this Court or with decisions of the Courts of Appeal for the Eleventh, Fifth or Ninth Circuits. Moreover, the rule formulated in the decision has been adopted by the Court of Appeals for the Eleventh Circuit.

III

THE DECISION OF THE COURT BELOW IS CORRECT AND IN ACCORD WITH ITS PRIOR DECISIONS

The Second Circuit's decision provides a reasonable rule for a limited category of cases which that Court had expressly declined to address in prior cases not properly raising the issue. In addressing the COGSA "per package" limitation of an ocean carrier's exposure, the Second Circuit developed, and now uniformly applies, the doctrine that the touchstone of the inquiry is an analysis of the parties intent manifested in the bill of lading contract. *See, e.g., Allied Int'l American Eagle Trading Corp. v. S.S. YANG MING*, 672 F.2d 1055 (2d Cir. 1982); *Standard Electrica, S.A. v. Hamburg Sudamerikanische Dampfschifffahrts-Gessellschaft*, 375 F.2d 943, 946 (2d Cir.), *cert. denied*, 389 U.S. 831 (1967). Applying this overarching principle, the Second Circuit has held that where the bill of lading discloses the number of containers and the number of items qualifying as packages loaded inside, the container will not be the COGSA "package". *Mitsui & Co., Ltd. v. American Export Lines*, 636 F.2d 807 (2d Cir. 1981); *see, Smythgrey-*

---

7 Insofar as Petitioner suggests that the Second Circuit's decision conflicts with the definition of a "package" the Ninth Circuit adopted from Black's Law Dictionary in *Hartford* (page 8 of the Petition), the Second Circuit recognized that "[t]his definition confirms our intuition about what a package is, but it does little to establish a satisfying legal standard." *Allied Int'l American Eagle Trading Corp. v. S.S. YANG MING*, 672 F.2d 1055, 1057 (2d Cir. 1982).

hound v. M/V EURYGENES, 666 F.2d 746 (2d Cir. 1981) (applying the *Mitsui* decision). Where a container is loaded with unpackaged goods which, absent a container, would have been shipped in a crate of comparable size and the shipping documents provide the carrier with no information regarding the number of units within the container, the container has been held to be the COGSA "package". *Rosenbruch v. American Export Isbrandtsen Lines, Inc.*, 543 F.2d 967 (2d Cir.), *cert. denied*, 429 U.S. 939 (1976). Where the bill of lading contains no agreement regarding packaging of a containerized cargo and describes the goods as not separately packaged, the carrier's limitation of liability is applied "per customary freight unit" for "goods not shipped in packages." *Watermill Export, Inc. v. M.V. PONCE*, 506 F. Supp. 612 (S.D.N.Y. 1981). However, the Court heretofore refrained from ruling on the treatment to be accorded situations where the bill of lading fails to disclose the number of alternative "packages" within a container. *Mitsui*, 636 F.2d at 821 n.18 ("Nothing said here, of course, covers the situation in which the bill of lading does not show how many separate packages or units there are."); *Smythgreyhound*, 666 F.2d at 752 n.16 ("*Mitsui* did not cover the situation in which the bill of lading does not show how many separate packages there are.").

The instant case arose in a factual context squarely presenting the issue left unresolved in prior cases. The rule created by the Second Circuit merely completes the logical analysis developed to address COGSA "per package" limitation issues.

IV

THE QUESTION(S) PETITIONER RAISES DO NOT MERIT REVIEW

The issue(s) raised in the present case are too narrow to warrant review by this Court on certiorari. The rule articulated by the Court of Appeals for the Second Circuit applies to the rare case where the bill of lading contract lists a container as a package and does not provide an alternative number of packages and the parties have not specified that the shipment is comprised of "goods not shipped in packages'. This confluence of factors is unusual[8] and unlikely to recur with regularity. In fact, the vast majority of containerized ocean carriages involve shipments composed of several smaller COGSA "packages". In order to avoid application of the rule created in this case a shipper merely has to disclose the number of component packages to the ocean carrier, thus implicating the holdings of the *Mitsui*, 636 F.2d 807 (2d Cir. 1981) and the *Smythgreyhound*, 666 F.2d 746 (2d Cir. 1981) cases.

In addition, this Court should not exercise its discretion to review one aspect of the impact of containerization on section 1304(5) of COGSA because the law in this area is still evolving and unsettled. Issues arising under section 1304(5) of COGSA must be resolved with reference to the particular facts of a case, the section eludes construction as a straightforward matter of law. Finally, resolution of the question(s) Petitioner raises will entail redefining the language of COGSA, a duty appropriately left to Congress.

---

8 The singularity of this factual matrix is evidenced by the fact that the issue it engenders remained unresolved from the date of the Second Circuit's decision in *Mitsui* (January 16, 1981) through the date of the decision in question (April 3, 1985).

CONCLUSION

For the foregoing reasons the Petition for a Writ of Certiorari should be denied.

Respectfully submitted,

RICHARD H. SOMMER
Counsel of Record

KIRLIN, CAMPBELL & KEATING
14 Wall Street
New York, New York 10005
(212) 732-5520

Attorneys for Respondent

J. SCOT PROVAN
ARTHUR E. HOFFMANN, JR.
Of Counsel

APPENDIX A

Subsidiaries

Shipping
KHL-Lijnen B.V., Rotterdam
KNSM-Kroonburgh B.V., Rotterdam
KNSM-Lijnen B.V., Rotterdam.

Nedlloyd (Singapore) Pte. Ltd., Singapore

Nedlloyd Bulk (België) N.V., Antwerpen
Nedlloyd Shipbrokers Ltd., Londen
Nedlloyd Bulkchem B.V., Rotterdam
Nedlloyd Fleet Services (HK) Ltd., Hongkong
Nedlloyd Group (Antilles) N.V., Willemstad
Nedlloyd Lines (Antilles) N.V., Willemstad
Nieuwe Kustvaart Maatschappij B.V., Amsterdam

Noordzee Veerdiensten B.V., Europoort

Exploitation of Drilling Units
Nedlloyd Inc., Houston

Mammoet Transport
Mammoet Liner Services B.V., Amsterdam
Mammoet Shipping B.V., Amsterdam
Mammoet Stoof B.V., Breda

Rhine and Inland Shipping
Nedlloyd Rijn- en Binnenvaart B.V., Rotterdam

Shipping Agencies
Holland West-Afrika Lijn B.V., Tema

Nedlloyd KK (Agency), Tokio
Nedlloyd KK, Kobe
Nedlloyd KK, Nagoya
Nedlloyd KK, Osaka
Nedlloyd KK, Yokohama
Nedlloyd (HK) Ltd., Hong Kong
Nedlloyd-EAC Agencies Pte. Ltd., Singapore

Nedlloyd Agencies SA (Pty) Ltd., Durban
Nedlloyd Agencies SA (Pty) Ltd., Cape Town
Nedlloyd Agencies SA (Pty) Ltd., East London
Nedlloyd Agencies SA (Pty) Ltd., Johannesburg
Nedlloyd Agencies SA (Pty) Ltd., Port Elizabeth

Nedlloyd Inc., New York
Transpacific Transportation Company, San Francisco
Transpacific Transportation Company, Los Angeles
Transpacific Transportation Company, Portland
Transpacific Transportation Company Ltd., Vancouver

Kronschiff Schiffsagenturen GmbH, Duisburg
H. Oehl AG, Basel
Plate-Ruys & Cie S.A., Le Havre
Raffin & Cie S.A., Dunkirk
Reedereikontor Günther Preuss GmbH, Düsseldorf
H. C. Röver GmbH, Hamburg
Ruys & Co. B.V. (The Netherlands), Rotterdam

Ruys & Co. N.V. (Belgium), Antwerp
Ruys & Co. S.A., Paris
Ruys & Co. S.A. (France), Marseilles

Stevedoring/Warehousing
Combined Terminals Amsterdam v.o.f., Amsterdam
Havenbedrijf Kroonvlag Rotterdam B.V., Rotterdam
Aug. de Meyer B.V., Terneuzen
B.V. Stevedore Company 'Quick Dispatch', Rotterdam
Uniterminal B.V., Rotterdam

Offshore Supply
Damco Offshore B.V., Amsterdam
Damco Offshore Ltd., Aberdeen
Damco Offshore (Texas) Inc., Houston

General Trucking and International Forwarding
C.R. Armfield (Hull) Ltd., Hull
Aveka S.à.r.l., Strassbourg
Damco Baltimore Inc., Baltimore
Damco Boston Inc., Boston
Damco Charleston Inc., Charleston
Damco Forwarding N.V., Antwerp
Damco-Fritz Rieder Spedition GmbH, Berlin
Damco-Fritz Rieder Spedition GmbH, Nürnberg
Damco International (France) S.A., Paris
Damco International Forwarders Ltd., Barking

Damco International Transportation & Distribution Inc., New Yc
Damco Internationale Spedition GmbH, Nürnberg
Damco Transport Nederland B.V., Rotterdam
Damco Spedizioni Internazionali, Genoa
Damco-van Swieten B.V., Amsterdam
Damco-van Swieten B.V., Rotterdam
Frans Hoynck's Scheepvaartkantoor B.V., Amsterdam
Intermodal Transports B.V., Amsterdam
Karl Schroers Speditions- und Schiffahrts GmbH, Duisburg
Van Swieten B.V., Amsterdam

Specialised Trucking and International Forwarding
Braakman Autovervoer B.V., Oosterhout
Damco Creten Transport N.V., Merksem (Antwerp)
Damco GG Transport B.V., Rotterdam
E.I.C. Nederland B.V., Drachten
'Ereska' Internationale Spedition- und Transportgesellschaft mbH, Nettetal
J.P. Janssen B.V., Venlo
J.P. Janssen GmbH, Nettetal
N.V. J.P. Janssen S.A., Ternat
RSK Internationale Expeditie- en Vervoer-onderneming B.V., Amsterdam
Reym Tanktransport (Reym Charters) B.V., Veendam
Ruys Auto Transport (Ruys & Co.), Antwerp
Schenker & Co's Internationale Expeditie B.V., Nijmegen/Rotterdam

Airfreight Forwarding
Aeronaut B.V., Amsterdam Airport
Chartair Europe B.V., Amsterdam Airport
Chairtair U.K., Heathrow.
Damco Air B.V., Amsterdam Airport
Damco Air, Zaventem
Damco Air S.A., Charles de Gaulle Airport, Roissy
Damco Air Spedition GmbH, Frankfurt/Main
Damco Distribution International and Servicing B.V., Amsterdam Airport
Damco Expres B.V., Amsterdam Airport
Damco International Transport (HK) Ltd., Hong Kong
Damco International Transport (Singapore) Pte. Ltd., Singapore
General Freight Handling B.V., Amsterdam Airport

Trade and Industries
Autocenter Borghstijn B.V., Rotterdam
Autocenter Van Gorp Dordrecht B.V., Dordrecht
Autocenter Van Gorp Rotterdam B.V., Rotterdam
Autocenter Pietersen Rotterdam B.V., Rotterdam